

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
J. Kinderman & Sons, Inc. d/b/a Brite Star Manufacturing Co.		12/12/2008	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	Sterling National Bank
Street Address:	500 Seventh Avenue
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 44**

Property Type	Number	Word Mark
Serial Number:	78551419	STAY STRAIGHT
Serial Number:	78730398	WEBLIGHTS
Serial Number:	78730397	SOCKET LOCK
Serial Number:	78723022	SPARKLING LIGHTS
Serial Number:	78699409	BRITE STAR
Serial Number:	78451054	JEWELS OF LIGHT
Serial Number:	78367149	SPIRAL ELEGANCE
Serial Number:	78222491	MAGIC MOTION
Serial Number:	78187114	ALWAYS-LITES
Serial Number:	78187098	GLITTER N' GLOW
Serial Number:	78127437	LIGHTS OF GARLAND
Serial Number:	78087899	LITTLE LITES
Serial Number:	76282753	YULESCAPES

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Serial Number:	76216551	BRITE PRO
Serial Number:	75918692	PATH-CICLES
Serial Number:	75827277	TWICE AS BRITE
Serial Number:	75683172	TWICE AS BRITE
Serial Number:	75637751	KRINKLES
Serial Number:	75605823	A.B.T
Serial Number:	75605725	THE LIGHTS OF TOMORROW AVAILABLE TODAY
Serial Number:	75442969	WINDOW-CICLES
Serial Number:	75340350	LITES OF ICE
Serial Number:	75328555	WEB LIGHTS
Serial Number:	75179010	NET LITES
Serial Number:	74609919	BRITE STAR
Serial Number:	74519734	SOCKET LOCK
Serial Number:	74324547	CLASSIC TRIMS
Serial Number:	74263035	CURLY RIBBON
Serial Number:	74161167	CHRISTMAS SILHOUETTES
Serial Number:	74161159	KRINKLE ICICLES
Serial Number:	74161124	HOLIDAY TRADITIONS
Serial Number:	74161118	CHRISTMAS ICE
Serial Number:	74150151	BRITE STAR
Serial Number:	73789774	SNO-FLUFF
Serial Number:	73606062	CHARISMA
Serial Number:	73486345	KINDY'S FACTORY OUTLET
Serial Number:	73486012	BRITE STAR
Serial Number:	73486011	SANTA TRIM
Serial Number:	73179180	BABY SOFT
Serial Number:	75683246	ADVANCED BULB TECHNOLOGY
Serial Number:	75605726	ADVANCED BULB TECHNOLOGY
Serial Number:	77044590	DANGLER
Serial Number:	75724870	GARDEN BRITE
Serial Number:	74011937	GARLAND BUY THE FOOT

CORRESPONDENCE DATA

Fax Number: (215)564-8120

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**TRADEMARK**  
**REEL: 003906 FRAME: 0734**

Phone: 215-564-8051  
Email: kgibson@stradley.com  
Correspondent Name: Christopher W. Rosenbleeth, Esquire  
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Address Line 2: Stradley Ronon Stevens & Young, LLP  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	184652-0001
NAME OF SUBMITTER:	Christopher W. Rosenbleeth
Signature:	/cwr/
Date:	12/19/2008

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 12<sup>th</sup> day of December, 2008, by J. Kinderman & Sons, Inc., a Pennsylvania corporation d/b/a Brite Star Manufacturing Co. ("**Borrower**") in favor of Sterling National Bank, a national banking association, with an address of 500 Seventh Avenue, 10<sup>th</sup> Floor, New York, New York 10018 ("**Lender**");

### W I T N E S S E T H

WHEREAS, Borrower, Kinderman Family Limited Partnership, as co-borrower, and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower, intending to be legally bound, agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise

in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all

rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Pennsylvania.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law.


18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

J. KINDERMAN & SONS, INC. d/b/a Brite Star  
Manufacturing Co.

By:   
Name: I. Richard Kinderman  
Title: Executive Vice President

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<u>Country</u>	<u>Trademark Description</u>	<u>Serial/Registration No.</u>
United States	Stay Straight	78551419
United States	Web Lights	78730398
United States	Socket Lock	78730397
United States	Sparkling Lights	78723022
United States	Brite Star	78699409
United States	Jewels of Light	78451054/2997749
United States	Spiral Elegance	78367149/3005708
United States	Magic Motion	78222491/2846869
United States	Always-Lites	78187114/2885137
United States	Glitter N' Glow	78187098/2844720
United States	Lights of Garland	78127437/2681436
United States	Little Lites	78087899/2770485
United States	Yulescapes	76282753/2640952
United States	Brite Pro	76216551/2636920
United States	Path-Cicles	75918692/2433433
United States	Twice As Brite & Design	75827277/2377728
United States	Twice As Brite	75683172/2430421
United States	Krinkles	75637751/2366008
United States	A.B.T.	75605823/2392197
United States	The Lights of Tomorrow Available Today	75605725/2386436
United States	Window-Cicles	75442969/2580552
United States	Lites of Ice	75340350/2383602
United States	Web Lites	75328555/2241362
United States	Net Lites	75179010/2139774
United States	Brite Star	74609919/1938590
United States	Socket Lock	74519734/1881693
United States	Classic Trims	74324547/1774325
United States	Curly Ribbon	74263035/1710922
United States	Christmas Silhouettes	74161167/1712736
United States	Krinkle Icicles	74161159/1732140
United States	Holiday Traditions	74161124/1739107
United States	Christmas Ice	74161118/1719517
United States	Brite Star	74150151/1747618
United States	Sno-Fluff	73789774/1569950
United States	Charisma	73606062/1424744
United States	Kindy's Factory Outlet	73486345/1331392
United States	Brite Star	73486012/1355603
United States	Santa Trim & Design	73486011/1336502
United States	Baby Soft	73179180/1117758
United States	Advanced Bulb Technology	75683246
United States	Advanced Bulb Technology &	75605726



	<u>Design</u>	
United States	WEBLIGHTS	78730398/3224282
United States	Danglers	77044590/3346402
United States	Garden Brite	75724870
United States	Garland Buy The Foot	74011937/1625452

FOREIGN TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Trademark Description</u>	<u>Serial/Registration No.</u>
Hong Kong	Socket Lock	45996
Taiwan	Socket Lock	682923

U.S. TRADEMARK APPLICATIONS

<u>Country</u>	<u>Description</u>	<u>Application No.</u>	<u>Date Applied</u>
	N/A		

FOREIGN TRADEMARK APPLICATIONS

<u>Country</u>	<u>Description</u>	<u>Application No.</u>	<u>Date Applied</u>
	N/A		